

**IN THE U.S. BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF TENNESSEE**  
**CHAPTER 13 PLAN**

Check: Original X Amended Pre-Confirmation Modified Post-Confirmation

IN RE: JEANNE M. GOSS,  
Debtor(s)

CASE NUMBER: 15-31519

1. **PLAN PAYMENT/TERM.** The debtor(s) shall make plan payments of \$790.00 on a \_\_\_ weekly; X bi-weekly; \_\_\_ semi-monthly; or \_\_\_ monthly basis over a term of 60 months by \_\_\_ direct pay or X wage order. If payments are by wage order, debtor(s) shall be responsible for making plan payments directly to the Trustee until the employer commences wage order deductions. Debtor(s) shall commence plan payments not later than 30 days from the date of filing of the plan; provided, however, debtors shall make a full month of plan payments within 30 days from filing if the plan provides for the payment of filing fees, adequate protection payments, and/or secured creditor payments.
2. **TAX REFUNDS.** In addition to the plan payments in Paragraph 1, debtor(s)' tax refunds and/or earned income credits shall be paid into the plan as follows: \_\_\_ none; \_\_\_ all; or, X in excess of \$1,000.00. A tax intercept order shall be issued for the debtor(s)' tax refund to be remitted directly by the Internal Revenue Service to the Trustee with the Trustee refunding debtor(s)' portion of the tax refund; provided, however, debtor(s) shall remit the required tax refund monies directly to the Trustee, if not intercepted. If the debtor(s) is delinquent in plan payments at the time of tax intercept, then the entire tax refund/credit shall be paid into the plan with the debtor(s)' portion of the refund applied to the plan arrearage and the balance, if any, refunded to the debtor. In the event of a joint tax refund, the debtor must supply an affidavit from the non-filing spouse necessary for tax refund distribution herein.
3. **PROPERTY OF THE ESTATE/INSURANCE.** Debtor(s)' income and assets remain property of the estate and do not vest in the debtor until completion of the plan. Debtor(s) shall be responsible for any and all legal or contractual insurance requirements required to be maintained on estate properties. Debtor(s) retaining possession of personal property subject to a lease or securing a claim attributable to the purchase price of personal property shall within 60 days of bankruptcy filing provide the creditor with proof of full coverage insurance and maintain the same so long as the debtor(s) shall retain possession of said property.
4. **PRIORITY AND ADMINISTRATIVE EXPENSES.** Such expenses under 11 U.S.C. §503(b) and §1326 shall be paid in full with claims entitled to priority under 11 U.S.C. §507(a) paid in full in deferred cash payments.
  - a) Debtor(s)' **Chapter 13 attorney fees** shall be paid in the amount of \$3,000.00 less \$0.00 previously paid by the debtor(s).
  - b) **Tax claims** to be paid as secured, priority, and/or unsecured non-priority in accordance with the filed claim.
  - c) **Domestic support obligation claims** shall be paid as priority; provided, however, any child support and/or alimony obligations which are current at the time of filing and are being paid directly or by wage order deductions shall continue with no payments by the Trustee and per 11 U.S.C. §362(b)(2)(A)(ii) no stay shall be in effect for the establishment or modification of an order for these domestic support obligations. 11 U.S.C. §507 (a)(1)(B) domestic support obligations assigned to a governmental unit may be paid less than 100% in the event this is a five year plan providing for all disposable income; and, these specific assigned domestic obligations are identified as, and shall be paid by the Trustee as follows:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
5. **POST PETITION** claims allowed under 11 U.S.C. §1305 shall be paid in full. The debtor(s), however, must stay current with post-petition tax obligations. In the event the debtor(s) have self-employment income, all required quarterly estimated tax payments shall be timely made. In the event the debtor(s) have income subject to withholding, the debtor(s) shall ensure that sufficient sums are withheld to cover tax liabilities. Debtor(s) shall timely file all required federal and/or state

tax returns and remit any balance due with the return. Failure to comply with any of these provisions may result in the dismissal of the case upon motion by any governmental entity and/or Trustee.

6. **SECURED CREDITOR CLAIMS** shall be filed and administered in accordance with applicable Federal Rules of Bankruptcy Procedure, including but not limited to Rules 3001 and 3002.1. Per Local Bankruptcy Rule 3001-1 (a) and (b), all creditors asserting a security interest in property of the debtor(s) and/or estate must, prior to the meeting of creditors, file proof that the asserted security interest has been perfected in accordance with applicable law, regardless of whether the plan proposes to pay the claim by the Trustee or directly by the debtor(s). Claims are subject to objection if they are not properly documented and/or perfected regardless of confirmed plan treatment. Claims filed as secured but not given a secured plan treatment hereinafter shall be paid as unsecured.

7. **NON-PURCHASE MONEY SECURITY INTEREST** lien claims of the following creditors are avoided and paid as unsecured: \_\_\_\_\_

8. **SECURED CLAIMS PAID BY THIRD PARTY.** The Trustee shall make no payments on the following secured lien claims which shall be paid directly by the designated individual; provided, however, in the event of non-payment by the designated individual, an amended deficiency claim shall be allowed unless provided otherwise.

<u>Creditor</u>	<u>Collateral</u>	<u>Designated Individual</u>
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9. **SURRENDERED REAL OR PERSONAL PROPERTY :** The debtor(s) surrenders the following collateral for sale/foreclosure by the secured creditor, and, unless noted otherwise, the creditor shall file and be paid an amended unsecured deficiency claim which shall relate back to a timely filed secured claim. In order for the amended deficiency claim to relate back to the original claim, the amended claim must be filed within one hundred twenty (120) days from the claims bar date unless the creditor during this time seeks and is granted additional time within which to file any amended deficiency claim.

<u>Creditor</u>	<u>Collateral</u>
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10. **LONG-TERM SECURED PERSONAL PROPERTY LIEN(S):** None.

11. **SECURED PERSONAL PROPERTY CLAIMS:** The holders of the following secured liens shall be paid the secured amount, interest rate and monthly payment over the plan term. Any portion of the allowed claim exceeding the specified amount shall be paid as unsecured; provided, however, the lien securing the claim shall be retained until the earlier of: (a) payment of the underlying debt determined under non-bankruptcy law; or (b) discharge under 11 U.S.C. §1328. If this case is dismissed or converted prior to completion, the lien is retained to the extent recognized by applicable non-bankruptcy law. Secured creditors eligible under 11 U.S.C. §1326(a)(1)(C) for pre-confirmation adequate protection payments shall be paid \$50.00 a month until confirmation upon tendering the Trustee an adequate protection order.

<u>Creditor</u>	<u>Collateral</u>	<u>Amount</u>	<u>Payment</u>	<u>Interest Rate</u>
Vantage Finance	2004 Jeep Cherokee	\$2,500.00	\$76.05	5 ¼ %

12. **MORTGAGE CLAIMS:** Mortgage lien holders shall file claims per applicable Federal Rules of Bankruptcy Procedure (FRBP), including but without limitation, Rules 3001 and/or 3002.1. Claims shall be administered and paid by the Trustee in accordance with said rules, absent objection. Mortgage creditors receiving maintenance installments hereunder shall be paid the monthly mortgage installment payment per the claim; and the pre-petition mortgage arrearage claim amount shall be paid in equal monthly installments over the life of the plan unless a greater amount is specified. Creditors filing mortgage claims secured by debtor(s) principal residence shall file: Mortgage Proof of Claim Attachment B10 (Attachment A); Notice of Mortgage Payment Changes on Form B10 (Supplement 1); and Notice of Post-Petition Mortgage Fees, Expenses, and Charges on Form B10 (Supplement 2).

The Trustee shall pay any Notice of Payment Change filed per FRBP 3002.1(b) as of its effective date, absent or until resolution of any objection to the same. The Trustee shall pay any Notice of Post-Petition Mortgage Fees, Expenses and Charges filed per FRBP 3002.1(c), absent or until resolution of an objection or motion filed per FRBP 3002.1(e) to determine the validity of the fees, expenses and charges.

(A) **PRINCIPAL RESIDENCE SECURED MORTGAGE(S) PER (11 U.S.C. §1322(b)(5))**: The debtor(s) own principal residential real property located at 8620 Kingston Pike, Knoxville, Tennessee which is subject to a first mortgage lien in favor of Ocwen whose estimated monthly mortgage payment is \$726.07. This mortgage shall be paid X by the Trustee; or, \_\_\_\_\_ directly by the debtor(s). The foregoing lien shall survive the plan. The debtor(s) have a second mortgage lien in favor of Ocwen whose estimated monthly mortgage payment is \$74.76. This mortgage shall be paid X by the Trustee; or \_\_\_\_\_ directly by the debtor(s). The foregoing lien shall survive the plan.

(B) **SECURED LONG-TERM MORTGAGE(S) OTHER THAN PRINCIPAL RESIDENCE**: None.

(C) **STRIPPED MORTGAGE(S)/JUDGMENT LIEN(S)**: The debtor(s) own real property located at 8620 Kingston Pike, Knoxville, Tennessee which is subject to a mortgage or judgment lien in favor of **Cavalry, SPV, Ford Motor Credit Company, LLC, LVNV Funding, Capital One Bank, and Midland Funding, LLC**. These liens are not subject to any discharge exception, but are completely unsecured and, are therefore avoided, stripped down and paid as a non-priority, unsecured creditor as provided for under this plan; and, the lien shall be released by the creditor not later than 30 days after the completion of the plan and discharge of debtor(s).

(D) **MORTGAGE(S)/JUDGMENT LIEN(S) TO BE PAID IN FULL OVER PLAN TERM**: None.

13. **NON-PRIORITY UNSECURED CREDITORS** shall be paid pro-rata by the Trustee on a funds available basis which may exceed, but will not be less than the following dividend range: \_\_\_\_\_ 0%; \_\_\_\_\_ 1%-5%; X 6%-20%; \_\_\_\_\_ 21% -70%, \_\_\_\_\_ 71% - 100%; or \_\_\_\_\_ 100%

14. **COSIGNED DEBT**. The following cosigned claims shall be paid by the Trustee in full at the claim contract rate of interest not to exceed 24% interest for the full protection of co-debtor(s):

<u>Creditor</u>	<u>Approximate Balance</u>	<u>Monthly Payment</u>
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15. **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**. Except for the following which are assumed, all executory contracts and unexpired leases are rejected with any claim arising from rejection to be paid as unsecured. **Assumed contracts, as follows, and are to be paid outside of the plan, directly by the debtor(s) :**

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16. **QUALIFIED RETIREMENT AND/OR PENSION** loans or claims shall be paid directly by debtor(s) pursuant to the terms of plan administration with no payments by the Trustee.

17. **\*SPECIAL PROVISIONS**.

06/30/2015      /s/ JEANNE M. GOSS and \_\_\_\_\_  
Date                      Debtor(s)  
/s/ GAIL F. WORTLEY, Debtor(s) Attorney; State Bar Code 001230  
(GAIL F. WORTLEY, 3715 Powers Street, Knoxville, Tennessee 37917, 865-688-8922)

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the Amended Chapter 13 Plan has been forwarded to Gwendolyn M. Kerney, Chapter 13 Trustee, P.O. Box 228, Knoxville, TN 37901, Midland Funding, LLC, c/o Finkelstein, Kern, Steinberg and Cunningham, P.O. Box 1, Knoxville, TN 37901, Capital One Bank, c/o Shon Leverett, Attorney, 2401 Stanley Gault Pkwy, Louisville, KY 40223, LVNV Funding, c/o Shon Leverett, Attorney, 2401 Stanley Gault Pkwy, Louisville, KY 40223, Ford Motor Credit Company, LLC, c/o Stone and Hinds, 507 Gay Street, SW, Suite 700, Knoxville, TN 37902, Cavalry SPV, c/o Christopher W. Conner, Attorney, P.O. Box 5059, Maryville, TN 37802 and all creditors (see attached mailing matrix) by U.S. Mail, postage prepaid, this the 30<sup>th</sup> day of June, 2015.

/s/ GAIL F. WORTLEY  
GAIL F. WORTLEY

Label Matrix for local noticing  
0649-3  
Case 3:15-bk-31519-SHB  
Eastern District of Tennessee  
Knoxville  
Tue Jun 30 15:08:44 EDT 2015

United States Bankruptcy Court  
Howard H. Baker Jr. U.S. Courthouse  
Suite 330, 800 Market Street  
Knoxville, TN 37902-2343

Abercrombie Radiological  
c/o Optima Recovery  
P.O. Box 52968  
Knoxville, TN 37950-2968

CFM  
P.O. Box 674257  
Marietta, GA 30006-0071

Calvary SPV I  
c/o Christopher Conner, Attorney  
P.O. Box 5059  
Maryville, TN 37802-5059

Capital One Bank  
Bankruptcy Dept  
P.O. Box 30285  
Salt Lake City, Utah 84130-0285

Capital One Bank  
c/o Fenton and McGarvey Attys  
2401 Stanley Gault Pkwy  
Louisville, KY 40223-4175

Chase  
P.O. Box 15298  
Wilmington, DE 19850-5298

Comcast Cable  
c/o Enhanced Recovery  
P.O. Box 57547  
Jacksonville, FL 32241-7547

Ford Motor Credit  
c/o Stone and Hinds  
507 Gay St, SW  
Suite 700  
Knoxville, TN 37902-1502

Internal Revenue Service  
Centralized Insolvency Operation  
P.O. Box 7346  
Philadelphia, Pennsylvania 19101-7346

Internal Revenue Service  
P O Box 7346  
Philadelphia, PA 19101-7346

LVNV  
c/o Shon Leverett Atty  
2401 Stanley Gault Pkwy  
Louisville, KY 40223-4175

LVNV Funding  
P.O. Box 1097  
Greenville, SC 29602

Mazda American Credit  
P.O. Box 542000  
Omaha, NE 68154-8000

Midland Credit Management, Inc.  
as agent for MIDLAND FUNDING LLC  
PO Box 2011  
Warren, MI 48090-2011

Midland Funding  
8875 Aero Drive  
Suite 200  
San Diego, CA 92123-2255

Midland Funding  
c/o Finkelstein, Kern Attys  
P.O. box 1  
Knoxville, TN 37901-0001

North American Bancard  
250 Stephenson Hwy  
Troy, MI 48083-1117

North American Bancard  
c/o Peter Marston, Attorney  
CFM Group  
P.O. Box 674257  
Marietta, GA 30006-0071

Oceanic Worldwide  
2002 Davis St  
San Leandro, CA 94577-1211

Ocwen  
1661 Worthington Road  
Suite 100  
West Palm Beach, FL 33409-6493

(p)PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

Premier Media  
7100 B Kingston Pike  
Knoxville, TN 37919-5709

SYNCB/Care Credit  
P.O. Box 965005  
Orlando, FL 32896-5005

Safeco Insurance  
c/o Caine and Weiner  
P.O. Box 5010  
Woodland Hills, CA 91365-5010

Synchrony/Lowe's  
P.O. Box 965005  
Orlando, FL 32896-5005

U S Department of Education  
P O Box 5609  
Greenville, TX 75403-5609

U. S. Department of Justice  
Tax Division, CTS Eastern Reg.  
P O Box 227  
Ben Franklin Station  
Washington, DC 20044-0227

U.S. Dept of Education  
61 Forsyth St SW  
Suite 19740  
Atlanta, GA 30303-8931

United States Trustee  
800 Market Street, Suite 114  
Howard H. Baker Jr. U.S. Courthouse  
Knoxville, TN 37902-2303

United States Attorney's Office  
Howard H. Baker, Jr., U.S. Courthouse  
800 Market Street, Suite 211  
Knoxville, Tennessee 37902-2342

Vantage Finance  
4701 Clinton Hwy  
Knoxville, TN 37912-3935

Gail F. Wortley  
3715 Powers Street  
Knoxville, TN 37917-2633

Gwendolyn M Kerney  
Chapter 13 Trustee  
P. O. Box 228  
Knoxville, TN 37901-0228

Jeanne M. Goss  
8620 Kingston Pike  
Knoxville, TN 37923-5136

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Portfolio Recovery  
c/o Nathan Horton Attorney  
120 Corporate Blvd  
Norfolk, VA 23502

(d)U.S. Department of Education  
50 Beale Street, #8629  
San Francisco, California 94102

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)OCWEN LOAN SERVICING, LLC

End of Label Matrix	
Mailable recipients	35
Bypassed recipients	1
Total	36